

AUG 5 2 49 PM '96

BK 72 PG 351
W.E. DAVIS CH. CLK.

This instrument prepared by:
LeeAnne Marshall Cox
Burch, Porter & Johnson, PLLC
50 North Front Street
Suite 800
Memphis, Tennessee 38103

AGREEMENT

This Agreement made and entered into this 31st day of July, 1996, by and between Robert P. Tate, M.D. ("Tate") and Medical Asset Management, Inc., a Delaware corporation ("MAM").

WHEREAS, Tate and MAM are contemplating entering into certain arrangements including without limitation, an Asset Purchase Agreement and a Medical Practice Management Services Agreement; and

WHEREAS, Tate has assigned to MAM his right to purchase that parcel of property commonly known as 7163 Goodman Road, Olive Branch, DeSoto County, Mississippi and more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, MAM has purchased the Property.

NOW THEREFORE, in consideration of the premises and mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Call Option.** From the date hereof, MAM hereby grants to Tate the option to purchase the Property (the "Call Option"). This Call Option shall be exercised by Tate's delivering written notice of his intent to exercise said option to MAM.
2. **Put Option.** From the date hereof, MAM shall have the right to require Tate to purchase the Property (the "Put Option"). This Put Option shall be exercised by MAM's delivery of written notice thereof to Tate.
3. **Purchase Price.** In the event that either party exercises the options described in paragraphs 1 and 2 above, the Purchase Price for the Property shall be Two Hundred ~~Twenty Seven~~ ^{Twenty Seven} Thousand ~~Five Hundred~~ and no/100 Dollars (~~\$227,500.00~~), ^{231,000.00} plus MAM's loan closing costs if any. JKN
RNO
4. **Terms of Sale.** In the event the Property is transferred pursuant to the terms hereof, MAM agrees to convey said Property to Tate with no liens and encumbrances other than those which existed as of July 30, 1996. Said Property shall be conveyed to Tate by a general warranty deed in form and substance

reasonably satisfactory to Tate within sixty (60) days of the date of the
aforescribed notices.

5. Expiration. This Agreement shall expire on October 1, 1996.

IN WITNESS WHEREOF, the parties hereto have set their hands this 31st day of July, 1996.

Medical Asset Management, Inc.

By:

Kent D. Norton
Kent D. Norton, Vice President

Robert P. Tate
Robert P. Tate, M.D.

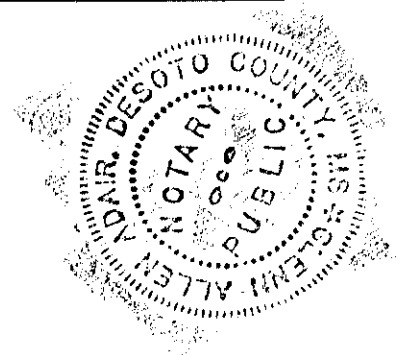
STATE OF Mississippi
COUNTY OF DeSoto

PERSONALLY appeared before me, the undersigned authority in and for the said County and State, on this the 31st day of July, 1996, within my jurisdiction, the within named D. Kent Norton, who acknowledged that he is the Vice Pres. of Medical Asset Management, Inc., a Delaware corporation, and that for and on behalf of the said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Glenn O. Allen
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF MISSISSIPPI AT LARGE.
MY COMMISSION EXPIRES: July 11, 1999.
FOUNDED THRU NOTARY PUBLIC UNDERWRITERS.



Prepared by & return to:
Woods and Snyder
P. O. Box 456
Olive Branch, MS 38654
(601) 895-2996

STATE OF Mississippi
COUNTY OF DeSoto

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Robert P. Tate, M.D. to me known to be the person described in and who executed the foregoing Agreement and acknowledged that he executed the same as his free act and deed.

WITNESS my hand and Notarial Seal at office this 31st day of July, 1996.

Robert C. Tate
Notary Public

My Commission Expires:
NOTARY PUBLIC STATE OF MISSISSIPPI AT LARGE.
MY COMMISSION EXPIRES: July 11, 1999.
FOUNDED THRU NOTARY PUBLIC UNDERWRITERS.

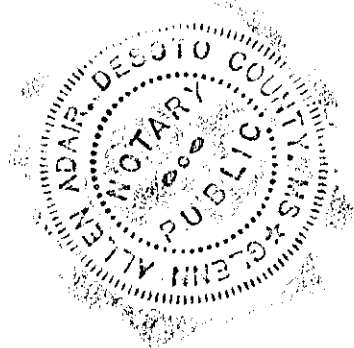


EXHIBIT A

Description of Property

Lot 12, Section A, Professional Village at Crumpler Place situated in Section 32, Township 1 South, Range 6 West, City of Olive Branch, DeSoto County, Mississippi as per plat recorded in Plat Book 38, pages 30-31, Chancery Clerk's Office, DeSoto County, Mississippi.

Grantor also conveyed all right, title and interest in and to the Joint and Reciprocal Driveway Easement as recorded in Book 281, Page 17, Chancery Clerk's Office, DeSoto County, Mississippi.

Subject to subdivision and zoning regulations in effect in the City of Olive Branch, DeSoto County, Mississippi, to easements and building setback lines as shown on the recorded plat, restrictive covenants of record for Section A, Professional Village at Crumpler Place Subdivision, and Joint and Reciprocal Driveway Easement between Olive Branch Ventures and Frank Evans, Jr., dated 18th day of January, 1995, and filed on January 24, 1995, at 10:48 a.m. in Book 281, Page 17 of the Land Deed Records, Chancery Clerk's Office, DeSoto County, Mississippi.